Allegations against Manager of NCCF

1209. SHRI KAILASH PATI MISHRA: Will the Minister of FOOD AND CIVIL SUPPLIES be pleased to refer to reply to Unstarred Question 2674 given in the Rajya Sabha on the 2nd December 1988 and state:

(a) whether the said Manager (P&A) involved in various scandals is proposed to be given clean chit by mentioning that no separate records were maintained or available regarding the Public Distribution Scheme transactions during 1978-79 by the NCCF;

(b) whether the said officer has also since been indicted by the Central Vigilance Commission for committing irregularity in making appointments of 300 persons and for owning property and assets disproportionate to his sources of income; and

(c) if so, the details of action taken against him?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D. L. BAITHA): (a) No. sir.

(b) and (c) Enquiry Report aganist the Manager (P&A) has shown him *prima facie* responsible for certain irregularities in making appointments while the allegation regarding owning of assets disproportionate to his sources of income were not established. On the basis of the advice of the Central Vigilance Commission, major penalty proceedings are being initiated against him.

CBI enquiry into UPICA-NCCF deals regarding handling of Janata Cloth

1210. SHRI ASHWANI KUMAR : Will the Minister of FOOD AND CIVIL SUPPLIES be pleased to refer to replies to Unstarred Questions 2981 and 2671 given in Rajya Sabha on 19.8.1988 and 2.12.88 respectively and state:

(a) whether it is a fact that the constituent of NCCF in Uttar Pradesh, U.P. Upbhokta Sahkari Sangh has objected to the handling of Janata products of UPICA as according to Government directives, UPSS was the sole agency to deal with UPICA;

(b) whether it is a fact that Government of Uttar Pradesh is demanding CBI enquiry into UPICA-NCCF deal which is said to be a fake transaction to misappropriate Government subsidy and such information has been already given to NCCF by UPSS; and

(c) names of the Managing Director and Branch Manager of NCCF involved and what action is proposed to be taken against them for their involvement?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D.L. BAITHA): (a) NCCF is not aware of any directive of Govt. of Uttar Pradesh declaring U.P. Upbhokta Sahakari Sangh as a sole agency for dealing with UPICA and marketing their products. UPICA, Kanpur has been arranging supplies of Janata Cloth to NCCF as usual.

(b) NCCF have reported that they have not received any information from the government of Uttar Pradesh suggesting the handing over of the case to the CBI for investigation of the complaints of fake transactions of Janata Handloom cloth by UPICA and NCCF.

(c) Since no irregularities have been established in the deal, the question of taking any action against any officer of NCCF does not arise.

Payment of penalty by NCCF for non-fulfilment of export obligation in wheat bran case by M/s Regent International, Bombay

1211. SHRI ASHWANI KUMAR: Will the Minister of FOOD AND CIVIL SUPPLIES to be pleased to refer to reply to Starred Question 183 given in Rajya Sabha on the 6th May, 1986 and state:

(a) whether it is a fact that NCCF had to pay a penalty of Rs. 2.00 lacs to CCI&E,

for non-fulfilment of its commitment of export obligation in wheat-bran case on behalf of its Associate M/s Regent International, World Trade Centre Bombay;

(b) whether the corresponding Bank-guarantee of Rs. 2.00 lacs furnished by M/s Regent International Bombay, was not enforced and encashed by NCCF officials in its validity period for non-performance of its contract with NCCF;

(c) whether an enquiry officer had held 2 officer of NCCF responsible for this default;

(d) whether any action has been taken against those officers so far; and

(e) whether M/s Regent International Bombay is the same party which clandestinely exported 9.300 MTs of Rice in 1982 in the name of NCCF?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D. L. BAITHA): (a) Yes, Sir.

(b) Yes, Sir.

(c) Yes, Sir.

(d) NCCF have reported that on the basis of fresh enquiry conducted into the case, one Officer has been found responsible for the default and that the disciplinary action against him is being taken.

(e) Yes, Sir.

Supply of non-controlled textile of Bharat Consumers Cooperative Stores, Hyderabad by NCCF

1212. SHRI ASHWANI KUMAR: Will the Minister of FOOD AND CIVIL UPPLIES be pleased to state:

(a) whether it is a fact that NCCF ombay branch had supplied non-con-olled textile worth Rs. 19 lacs to one on-member, Bharat Consumers ooperative Store, Hyderabad around e year 1984 and substantial amount is still pending to be recovered from the said Store;

(b) whether it is a fact that NCCF has only filed a criminal case against the transporter and has not taken any civil action to recover the amount so far;

(c) whether it is also a fact that civil action to recover NCCF dues from the said Store is now time-barred because of lethargy of some officers;

(d) whether it is also a fact that the Deputy Manager involved in this transaction, was transferred out of Bombay, has been promoted and now posted as Branch Manager, at Bombay instead of taking any action against him; and

(e) if so, who are the officers, involved, why action is not taken against them and for what consideration the involved officer has been brought back to Bombay in promoted capacity?

THE DEPUTY MINISTER IN THE MINISTRY OF FOOD AND CIVIL SUPPLIES (SHRI D.L. BAITHA): (a) to (e) The details are being collected and will be laid on the Table of the House.

Loss to NCCF in replacement of dry dates

1213. SHRI ASHWANI KUMAR: Will the Minister of FOOD AND CIVIL SUPPLIES be pleased to refer the reply to Unstarred Question 2748 given in the Rajya Sabha on the 2nd December, 1988 and state:

(a) whether it is a fact that the carriage contracts dated the 21st December, 1987, with the transporters of dates stocks envisaged a bank guarantee of Rs. 5 Lakhs to be given to NCCF by the contractor for faithful discharge of the said carriage contract;

(b) whether it is also a fact that vide para 8 of the additional contract dated 16.2.1988 with the said contractor, it was unconditionally agreed to by the contractor that in the event of unsatisfactory performance of the contractor, NCCF